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ORDER NO.

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	12 2 USB - 12	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	TOCOR: Danielle Grunzke Max Expire Date:  09/30/2022 InvoiceApprover: Danielle Grunzke Alt Invoice App: Hugh Sullivan Admin Office:  CAD  US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Period of Performance: 02/01/2020 to 09/30/2022  ***Optional Form 347, Box 11. Business Classification should indicate that Great Lakes Environmental Center is a "small" business. However, it is marked as "other than small" business due to a system error.***  In addition to the proposed Base Effort of (b)(4) samples, this Task Order award exercises five (5) Quantity A quantity options (b)(4)  (b)(4)					
0001	BASE EFFORT: Task Order Ceiling and Funding: Provide services in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish Samples." Requisition No: PR-OW-19-00451, PR-OW-19-00462  Accounting Info: 19-E1-87FM-000B06XP1-4183-1987ME9013-0 01 BFY: 19 Fund: E1 Budget Org: 87FM Program (PRC): 000B06XP1 Budget (BOC): 4183 DCN - Line ID: 1987ME9013-001 Continued				(b)(4)	
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

PAGE NO

DATE OF ORDER CONTRACT NO. ORDER NO. EP-C-16-008 68HERC19F0192 07/11/2019 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT **AMOUNT** QUANTITY ACCEPTED ORDERED PRICE (d) (a) (c) (e) (g) Funding Flag: Partial Funded: (b)(4)Accounting Info: 18-E1-87FM-000B06XP1-4183-1987ME9013-0 02 BFY: 18 Fund: E1 Budget Org: 87FM Program (PRC): 000B06XP1 Budget (BOC): 4183 DCN - Line ID: 1987ME9013-002 Funding Flag: Partial Funded: (b)(4)Accounting Info: 19-20-B-05HEL-000BJ7XF5-2505-1905HIX50 2-001 BFY: 19 EFY: 20 Fund: B Budget Org: 05HEL Program (PRC): 000BJ7XF5 Budget (BOC): 2505 DCN - Line ID: 1905HIX502-001 Funding Flag: Partial Funded: (b)(4) (b)(4) (b)(4)0002 BASE EFFORT: Sample Quantity in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish Samples." (b)(4)(Not Separately Priced) (b)(4)0003 OPTION A Optional Samples: in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish Samples." (b)(4)(b)(4)(Option Line Item) 09/30/2022 (b)(4)(b)(4)0004 OPTION A Samples: Quantity Options in accordance with the attached Performance Continued ... (b)(4)TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

PAGE NO

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ORDER NO.

07/11/2	019 EP-C-16-008	_			68HERC19F0192	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)
	Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish Samples."  (b)(4)					
	(b)(4)					
	(Option Line Item) 09/30/2022 (Not Separately Priced)					
0005	OPTION B Optional Samples: in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of				(b)(4)	
	Whole Fish Samples." (b)(4)					
	(b)(4)					
	(Option Line Item) 09/30/2022					
0006	OPTION B Samples: Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of	(b)(4)			(b)(4)	
	Whole Fish Samples." (b)(4)					
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

PAGE NO 5

DATE OF ORDER CONTRACT NO. ORDER NO. EP-C-16-008 68HERC19F0192 07/11/2019 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED PRIÇE ACCEPTED (d) (a) (c) (e) (g) (Option Line Item) 09/30/2022 (Not Separately Priced) (b)(4)0007 OPTION C (Sea Urchins) Optional Samples: in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish Samples." (b)(4)(Option Line Item) 09/30/2022 (b)(4)(b)(4)0008 OPTION C (Sea Urchins) Samples: Quantity Options in accordance with the attached Performance Work Statement, Attachment 1 to this Task Order entitled "National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish Samples." (b)(4)(b)(4)(Option Line Item) 09/30/2022 (Not Separately Priced) (b)(4)TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

SECTION F - Deliveries or Performance	.7
F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE	.7
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G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES	.8
SECTION J - List of Documents, Exhibits and Other Attachments	.9

# **SECTION F - Deliveries or Performance**

# F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 2/1/2020 through 9/30/2022 inclusive of all required reports.

# **SECTION G - Contract Administration Data**

G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Task Order Contracting Officer's Representatives (TOCORs) for this contract are as follows:

Hugh Sullivan, 202-564-1763, sullivan.hugh@cpa.gov

Danielle Grunzke, 202-566-2876, Grunzke.danielle@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Nicholas Bisher, 513-487-2652, bisher.nicholas@epa.gov

# SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Attachment 1 – Performance Work Statement	4/16/2019
2	Attachment 2 – GLEC Points of Contact	5/6/2019

# Performance Work Statement Technical Support for National Aquatic Resource Surveys Task Order 68HERC19F0192

**TITLE:** National Coastal Condition Assessment 2020: Laboratory Analysis of Whole Fish

Samples

### A. EPA PERSONNEL

## Task Order Contracting Officer Representative (TOCOR):

Name: Danielle Grunzke

Office: EPA/OW/OWOW/WRAPD/MAB

Address: 1200 Pennsylvania Ave, NW MC: 4503T

Telephone: 202-566-2876

E-mail: Grunzke.danielle@epa.gov

# Alternate Task Order Contracting Officer Representative (Alt - TOCOR):

Name: Hugh Sullivan

Office: EPA/OW/OWOW/WRAPD/MAB

Address: 1200 Pennsylvania Ave, NW MC: 4503T

Telephone: 202 564-1763

E-mail: Sullivan.hugh@epa.gov

## **B. ESTIMATED PERIOD OF PERFORMANCE**

February 1, 2020 through September 30, 2022

### C. TASK ORDER TYPE

Firm Fixed Price

## I. BACKGROUND:

The U.S. EPA, states and other partners are planning the third survey of the nation's estuarine and Great Lake resources to provide regional and national data on their condition. The National Coastal Condition Assessment (NCCA) 2020 is designed to evaluate conditions in the nation's coastal waters using a probability-based design (randomly selected sites). Field crews from EPA, States, Tribes and contractors will collect samples from sites from approximately May 1, 2020 through September 30 in 2020. EPA and partners may also collect samples from a smaller number of sites in 2021 as a pilot (up to 100). The field sampling method involves the collection of fish samples from coastal areas and lakes. The contractor shall perform analysis to determine the lipid and moisture content, concentrations of metals, mercury, pesticides, and PCBs found in fish within coastal waters and Great Lakes.

EPA arranges for laboratory support for analyses of the fish samples. With the exception of sea urchins, which may be received from Hawaii or other Pacific Islands, the task order shall provide support only for analyses of bony fishes (i.e., osteichthyes). If cartilaginous fishes or invertebrates besides sea urchins. are received in the lab, the contractor shall immediately notify the EPA TOCOR or her/his designee.

States and Tribes can choose to use their own laboratories or EPA's contract laboratory. Because of State, Tribal, and EPA choices, the actual number of samples can vary throughout the season. In addition, there are circumstances in which field crews might not collect samples (no fish at site). Considering these aspects, the contractor will receive a minimum of 500 samples for processing through the task order. To allow for the potential of additional samples collected by the survey, Islands, and other studies in 2020 and 2021, the task order contains options for EPA to order up to another 800 samples (8 options of 100 samples, to be known as "Options A") and up to another 200 samples in smaller options (4 options of 50 samples, to beknown as "Options B").

Additional options allow for: Analysis of tissue extracted from sea urchins from Hawaii and the Pacific Islands. Because it is uncertain whether the State and Territory agencies will request use of EPA's contract laboratory, each of the 8 sea urchin options allows for processing of 25 samples for a maximum of 200 samples (To be known as "Options C). Unless otherwise specified, the PWS references to "fish" include "sea urchins."

The laboratory must store the fish samples frozen at a maximum of -20° C and complete the analyses within one year. In preparing the fish tissue samples for extraction, the contractor shall follow the procedures in the NCCA 2020 Laboratory Operations Manual (LOM). Because EPA intends to compare the 2020 data to 2010 and 2015 data sets, EPA is requiring the contractor to use same extraction and analysis methods from these earlier surveys. The LOM and the table below identify the required extraction and analysis methods.

Table 1 Required Analytical Methods and Holding Times

Analysis	Extraction	Analysis (any laboratory variations
		of the following methods are
		acceptable)
Metals (except Mercury)		EPA Method 6020 <sup>3</sup>

<sup>&</sup>lt;sup>1</sup> NCCA allows for a 1-year holding time because of the sheer volume of sample collected in a short amount of time. Generally, EPA recommends different holding times, see for example Appendix J "Recommended procedures for preparing whole fish composite homogenate samples" in *Guidance for Assessing Chemical Contaminant Data for Use in Fish Advisories, Volume 1 (Fish Sampling and Analysis)*, 3rd Edition, 2000. EPA #823-B-00-007. Retrieved from <a href="https://www.epa.gov/sites/production/files/2015-06/documents/volume1.pdf">https://www.epa.gov/sites/production/files/2015-06/documents/volume1.pdf</a>

<sup>&</sup>lt;sup>3</sup> For example, Method 6020A "Inductively Coupled Plasma-Mass Spectrometry" retrieved from <a href="https://www.epa.gov/sites/production/files/2015-07/documents/epa-6020a.pdf">https://www.epa.gov/sites/production/files/2015-07/documents/epa-6020a.pdf</a>.

Mercury	Any method using microwave assisted digestion <sup>2</sup>	EPA Method 245 <sup>4</sup>
PCBs, Pesticides	Method 3545	EPA Method 8270 <sup>5</sup>
Percent Lipids	Any method using hexane	EPA Method 9071B <sup>6</sup>

Using the appropriate version of the required methods (e.g., 8270D), the contractor shall analyze samples and report the results for the parameters listed in the Laboratory Operations Manual (LOM). To provide a rough estimate of maximum values that the contractor might observe in the 2020 samples, the LOM identifies the maximum concentration observed across the 2010 and 2015 NCCA data. If necessary and deemed appropriate, after award of the task order, EPA will incorporate the contractor's proposed changes to the target method detection limit (MDL) and recoveries into the 2020 LOM and Quality Assurance Project Plan (QAPP). Consequently, after award of the task order, the contractor cannot claim the values to be proprietary. (EPA will not change any requirement to be more stringent than what is identified in the LOM).

Before the laboratory submits the batch data to EPA, the analyst generating the data and an experienced data reviewer must independently check and review the data, as follows:

- The analyst shall review the data to ensure that:
  - o Sample preparation information is correct and complete
  - o Analysis information is correct and complete
  - o The appropriate method and standard operating procedures were followed
  - o Analytical results are correct and complete
  - o Quality control samples were within established control limits
  - o Blanks were within the appropriate Quality Control (QC) limits
  - o Documentation is complete
- The data reviewer shall review the data package to verify that:
  - o Calibration data are scientifically sound and appropriate
  - o QC samples were within established guidelines
  - o Qualitative and quantitative results are correct
  - o Documentation is complete

Accompanying all data submissions for each batch, the laboratory shall provide a short narrative that includes the following information:

 Project summary referencing the batch QC identification number, total number of samples in the batch and their sample numbers, and the analytical methodology used for analysis;

<sup>2</sup> For example, see Method 3150A "Microwave Assisted Acid Digestion of Sediments, Sludges, Soils, and Oils," retrieved from <a href="https://www.epa.gov/sites/production/files/2015-12/documents/3051a.pdf">https://www.epa.gov/sites/production/files/2015-12/documents/3051a.pdf</a>

<sup>&</sup>lt;sup>4</sup> For example, Method 245.7 "Mercury in Water by Cold Vapor Atomic Fluorescence Spectrometry, Revision 2.0" (EPA-821-R-05-001, February 2005), retrieved from <a href="https://www.nemi.gov/methods/method\_summary/9629/">https://www.nemi.gov/methods/method\_summary/9629/</a>

<sup>&</sup>lt;sup>5</sup> For example, Method 8270D "Semivolatile Organic Compounds by Gas Chromatography/Mass Spectrometry (GC/MS) retrieved from <a href="https://www.epa.gov/sites/production/files/2015-07/documents/epa-8270d.pdf">https://www.epa.gov/sites/production/files/2015-07/documents/epa-8270d.pdf</a>

<sup>&</sup>lt;sup>6</sup> Method 9171B "n-Hexane Extractable Material (HEM) for Sludge, Sediment, And Solid Samples," retrieved from <a href="https://www.epa.gov/sites/production/files/2015-12/documents/9071b.pdf">https://www.epa.gov/sites/production/files/2015-12/documents/9071b.pdf</a>

- Discussion of any protocol deviations that may have occurred during sample testing;
- Discussion of QC questions that were encountered and the corrective measures taken;
- Definitions of any laboratory QC codes used in the data;
- Summary and discussion of samples that are diluted by the presence of an interference, non-target analyte, or target analyte; and
- QC samples excursions exceeding established control limits or excursions of other parameters required by laboratory internal analytical SOPs.

Once or twice during the performance period, the External QC Coordinator will provide one or two identical sets of performance evaluation (PE) samples to all participating laboratories. Each set will contain up to five PE samples. As determined by the External QC Coordinator, the PE samples may be synthetic; aliquots of additional samples collected at NCCA sites; or reference samples obtained from an organization such as the National Institute of Standards. Each laboratory will analyze the PE samples following the same procedures used for the other samples analyzed under this task order. The External QC Coordinator will compare the results to the expected value and determine consistency between laboratories (e.g., determine if one laboratory is consistently higher or lower than all others). The results of the interlaboratory comparisons shall be made available to the EPA TOCOR for review. Based upon the evaluation, the External QC Coordinator may request additional information from one or more laboratories about any unique laboratory practices that might account for differences among them, and may convene a conference call with all participating labs (contractor and state) to identify causes of, and if possible, reconcile those differences.

As another potential quality control step of field operations, EPA may require each field crew to provide field blank samples. In this case, the contractor shall analyze each field blank sample using the same procedures as those for the regular field samples.

#### II. PURPOSE

The purpose of this task order is to determine concentrations of contaminants, percent lipids and percent moisture in fish tissue samples collected in the 2015 NCCA and related studies. The types of support required for this project include technical support, sample analyses, transmittal of the results in database format, and a revised database at the conclusion of iterative quality control data reviews.

#### III. GOVERNMENT FURNISHED INFORMATION

EPA will arrange for delivery of the samples to the laboratories.

The following documents are references for the task order. They are located at: <a href="https://usepa.sharepoint.com/sites/OW\_Community/nars/\_layouts/15/start.aspx#/Contracts/Forms/AllItems.aspx">https://usepa.sharepoint.com/sites/OW\_Community/nars/\_layouts/15/start.aspx#/Contracts/Forms/AllItems.aspx</a>.

- 2020 Laboratory Operations Manual (LOM)
- 2020 Field Operations Manual (FOM); and
- Data template (i.e., spreadsheet for reporting laboratory data).

As they become available, the EPA TOCOR will provide the contractor with revisions of relevant documents.

# IV. GENERAL REQUIREMENTS

In providing support under the tasks described in Section V, the contractor also shall adhere to the following general requirements:

# 1. Deliverables (see Contract PWS B.1)

Memoranda shall be placed on company letterhead and the subject line shall include the phrase "EPA Contract #, Task Order #".

The contractor shall name all electronic files using a logical abbreviation for the name of the document (e.g., TO#Data), the contractor name, and the date of edits to assist in version control (ex: TO14Data\_LABNAME\_2020\_12\_02).

The contractor shall use EPA's templates for reporting the results of the laboratory procedures for the NCCA samples. For any other database or spreadsheet submitted to EPA, the contractor must provide metadata that, at a minimum, identify the fields recorded for each sample, define the codes used for the field, and include the version number and date. The contractor must ensure that all sample results are linked to the correct corresponding EPA site ids and sample ids when submitted.

The contractor shall ensure that documentation is created using Agency standard software formats (e.g., Microsoft Office) to facilitate EPA use and review.

# 2. <u>Identification at Meetings/Teleconferences (see Contract clause B.2)</u>

Contractor personnel shall always identify themselves as contractor employees by name and organization. Contractor personnel are prohibited from acting as the Agency's official representative. The contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the TOPO.

3. The contractor shall follow the provision of EPA prescription 1523.703-1, acquisition of environmentally preferable meeting and conference services (May 2007), for the use of off-site commercial facilities for an EPA event, whether the event is a meeting, conference, training session, or other purpose. Environmental preferability is defined at

FAR 2. 101, and shall be used when soliciting quotes or offers for meeting /conference services on behalf of the Agency. No single event under this *TO* is anticipated to exceed \$20,000. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance. Conference expenses are all direct and indirect costs paid by the government and include any associated authorized travel and per die m expenses, room charges for official business, audio visual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorize d to do so by the Contracting Officer.

4. As required, the TOCOR shall provide technical direction in accordance with Clause H-12 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level PWS.

#### V. SCOPE OF WORK

The contractor shall provide laboratory support for the analysis of whole body fish tissue samples as described in the following tasks.

Task 1. Task Order Management and Monthly progress reports (See Contract Attachment 2 and 3; PWS B.2)

The contractor shall manage the Task Order (TO) and submit monthly progress and financial reports prepared and submitted in accordance with the contract clause, Contract Attachment 2, Reports of Work.

a. *Teleconferences*: The contractor, and its laboratories, shall participate in EPA's teleconferences about laboratory procedures for receiving, storing, tracking, analyzing, and reporting whole fish samples and results. Prior to the shipping of the first samples in each sampling year, EPA will coordinate and facilitate 1-3 teleconference calls, each to last approximately 1 hour, to review the laboratory method, the laboratory reporting limits and how they are determined, required reporting elements, data templates, and the relevant requirements in the QAPP. Prior to the first conference call, the contractor shall provide a narrative describing how reporting limits are calculated. Additional teleconferences may be scheduled if discrepancies are noted upon interlaboratory comparison of PE samples. The participants will include EPA, the contractor's laboratories, subcontract laboratories, and potentially State laboratories. If EPA conducts multiple teleconferences (e.g., due to State laboratory personnel availability), the contractor shall participate in all calls because different issues may arise that would

require feedback from the contractor. The goal of the teleconferences is to ensure consensus on the analytical procedures and a schedule for sample processing and reporting. The agenda will include review of the:

- i. QAPP
- ii. LOM
- iii. Data template
- iv. Standard Operating Procedures (SOPs)
- b. Plan and Schedule: The contractor shall submit a plan with the following information as part of their proposal.: The plan shall describe the contractor's procedures for managing samples throughout the different stages (e.g., delivery to the laboratory; sample preparation; measurement of contaminants; results reported to EPA). The plan shall include a schedule that:
  - i. Assumes that EPA will exercise all options (i.e., the plan should address processing time and scheduling on 1600 samples from the 2020 field sampling and 100 samples from 2021; samples although this is subject to change based on actual sampling rates);
  - ii. Specifies preferred number of samples and timing of when the batch laboratory should deliver the samples to the contractor. In developing the delivery schedule, consider:
    - a) Because few crews sample early in the season (e.g., May and early June), the batching lab would have relatively few samples to ship to the laboratory.
    - b) It is not desirable to have many samples at the batching laboratory for a long time. EPA also intends to close the batching laboratory relatively soon after the field season ends (e.g., November 2020, November 2021).
  - iii. Projects the number of samples in each of the stages in a given period of time (e.g., monthly, quarterly);
  - iv. Completes all laboratory analyses and all activities from the 2020 field season by June 1, 2021 and analyses of ll samples by June 1, 2022 for samples collected in 2021; and
  - v. Responds to EPA's data questions between June 1, 2021 and September 30, 2021 for the samples collected in 2020, and between June 1, 2022 and September 30, 2022 for samples collected in 2021.
- c. *Status Summaries*: Prior to delivering the progress report, the contractor shall provide monthly status summaries. The monthly status report shall match the time period covered by the progress report. The contractor shall provide Excel spreadsheets with the monthly status reports that include:

- i. The number of samples received by the laboratory (cumulative total and number received during that reporting cycle). If EPA conducts an external QC review and/or collects field blanks, they shall be considered "samples" for the purpose of invoicing, scheduling, and reporting. However, EPA considers the Quality Assurance/Quality Control (QA/QC) requirements (e.g., blank tests, sample retests due to QC failures) to be part of the sample analyses and will not pay any additional costs associated with such activities.
- ii. The number of samples for which the laboratory has finished each of the analysis stages (cumulative total and number completed during that reporting cycle).
- iii. The number of samples for which the laboratory has submitted complete data (for that sample) to EPA (cumulative total and number submitted during that reporting cycle).
- iv. Percent capacity reached in the contract (i.e. number of sample results delivered compared to the maximum number specified in task order when all quantities are exercised); and percent capacity of samples ordered or 'exercised' (i.e. number of samples results delivered compared to the number of samples included in exercised quantities).
- v. Data for the samples processed, or revised, since the previous summary. The contractor must report the data using EPA's data template, updated with the new and revised data. In addition to the sample data, the monthly excel spreadsheet deliverables must include the results and any data flags for all batch QC samples including blanks, standards, controls, spikes, and duplicates. The contractor shall provide a separate case narrative (e.g., emailed Word or pdf file) for the EPA TOCOR to review with the data. When reviewing invoices, the EPA TOCOR will only consider the sample data to be complete if the data include results for all analytes for the entire batch of samples, the relevant QC data (i.e., data flags and data for blanks, standards, one triplicate lipid analysis per batch, and controls) and QC requirements have been achieved. The EPA TOCOR will approve payment for those samples for which:
  - 1. Results are reported for all required analyses
  - 2. Results are reported for all required batch QC samples (blanks, spikes, duplicates, standards, triplicate lipid analysis, etc.) for the batch in which the sample was analyzed, as required by the QAPP and LOM.
  - 3. Batch QC results are within limits required by the QAPP and LOM. The TOCOR will not approve payment for sample results reported for batches that fail to meet QC requirements. In an effort to avoid returned invoices, the contractor shall notify the EPA TOCOR of any unresolved batch QC failures as soon as possible.
- vi. Provide a simple list of the invoice samples with sample #, site id, sample id and visit number. The TOCOR will compare the list with the NCCA master list of samples to verify that every sample has been invoiced one time.

d. Monthly Progress Reports and Financial Reports:

The contractor shall provide a progress and financial report each month that reflects and itemizes the costs in the corresponding invoice.

- i. The contractor shall provide a progress report each month that includes project status; expenditures to date; number of samples in each processing stage compared to the contractor's plan/schedule; unexpected problems or concerns, including with quality assurance; lessons learned; QA/QC activities; and next steps. The contractor shall prepare and submit the monthly progress reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
- ii. The contractor shall prepare and submit the financial reports in accordance with the contract clause, Contract Attachment 2, Reports of Work.
- iii. For the sample analyses completed during the month and billed in the invoice, the financial report shall identify each sample using EPA assigned site and sample identification codes.
- iv. For the month in which the contractor delivers the final database for Task 4, the contractor shall include the costs for Task 4.
- e. *Issues Requiring EPA Resolution*: The contractor shall immediately notify the EPA TOCOR of any unexpected problems or concerns, including but not limited to issues with QA/QC, and recommend remedies or corrective actions. Upon receiving written technical direction from the EPA TOCOR, the contractor shall revise its schedule in the technical proposal and respond to any additional comments/concerns from the EPA TOCOR following submission of the revised plan. The contractor also shall include problems and concerns in the monthly progress report.

### **Deliverables and Schedule under Task 1:**

Subtask	Deliverable	Due
a.	Teleconferences, including	Date/time per technical direction from
	copies of SOPs.	EPA TOCOR based upon contractor's
		recommended dates/times.
b	Plan (expanded or	Within 2 months of effective date of
	confirmation that original is	Task Order
	correct)	
c.	Status updates with data in	Monthly
	spreadsheet and case	
	narrative	
d	Progress and financial	Monthly
	reports in electronic format	
e.	Email	Immediately when issue identified.
e.	Revised technical plan and	Revisions within 5 working days per
	schedule request (as	written technical direction and/or
	necessary)	

Subtask	Deliverable	Due
		within 5 days of comments from
		TOCOR.

## Task 2. Quality Assurance (Contract PWS B.3)

Quality Assurance (QA) is an important component of EPA's work to assure that minimum quality standards are attained. The contractor shall address the QA requirements of this task order by adhering to the requirements and procedures identified in:

- ➤ The contractor's customized Quality Management Plan incorporated into this NARS contract;
- NCCA Survey QA documents how quality assurance and quality control will be applied to the collection of environmental data for the survey. The documents relevant to support in this task order are:
  - Quality Assurance Project Plan (QAPP)
  - Requirements and analytical methods identified in Section I for fish preparation and analyses
  - Laboratory Operations Manual (LOM)

The NCCA 2020 quality documents will evolve throughout the task order. The contractor shall notify the EPA TOCOR immediately if it identifies areas where its previous activities are not consistent with the revisions made to the QAPP and LOM. The EPA TOCOR will determine whether any modifications to the contractor's previous activities will be necessary, which may require a written modification to the task order by the EPA Contracting Officer (CO).

#### As demonstration of the contractor's:

a. The contractor shall demonstrate a commitment to adhere to the QAPP. The contractor's Quality Assurance Official (QAO) and each laboratory's QAO shall sign the page "Review & Distribution Acknowledgment and Commitment to Implement" in the introductory section of the QAPP. The contractor shall distribute the version of the QAPP and LOM available at award of the task order, and any additional revisions approved by the EPA QAO, throughout the contractor's organization, including subcontractors and consultants. If EPA distributes an updated version of the LOM and states that it contains a "significant change," relevant to immunoassays of microcystins, the contractor shall acknowledge, in writing (e.g., Email), that it has received and distributed the revised LOM to the appropriate personnel, and that if necessary, changes will be implemented. If the contractor determines that changes to the LOM or QAPP will impact the cost of analyses or exceed the scope of the task order, they shall notify the EPA TOCOR immediately.

- b. The contractor shall demonstrate implementation of QA/QC in performing the other tasks in this Performance Work Statement and document its QA activities as follows:
  - i. Standard Operating Procedures (SOPs) used by the laboratory in the performance of the task order. If the contractor does not develop or modify them as part of the costs incurred by the task order, the contractor may claim the SOPs to be proprietary.
  - ii. Reports of relevant QA activities in any deliverable. All QA documentation prepared under the task order shall be considered non-proprietary.
  - iii. Monthly reports of QA activities performed during implementation of this task order. These monthly QA reports shall identify QA activities performed to support implementation of this task order, problems encountered, deviations from the QAPP, and corrective actions taken. The contractor shall include the QA report with the monthly progress report.
- c. Ability to conform to NCCA measurement quality objectives, the contractor shall, at a minimum, ensure that the data meet the measurement quality objectives in the QAPP.

## **Deliverables and Schedule under Task 2:**

Subtask	Deliverable	Due (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)
a.	Completed Signature page "Review & Distribution Acknowledgment and Commitment to Implement" of the QAPP.	No later than 5 working days after effective date of task order
	Email acknowledgement of receipt of QAPP_or LOM with "significant change"	No later than 10 working days after receiving the revised document from EPA.
b.	Laboratory SOPs  Notification to EPA of SOP modification.	No later than 5 working days after effective date of task order. If the laboratory modified the SOPs during the performance period, provide the final versions 5 working days before the end of the performance period. Otherwise, provide an email stating that the SOPs have remained unchanged throughout the task order.

Subtask	Deliverable	Due (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)
	Documentation of QA activities and results	With deliverables
	Monthly reports of QA activities during months when samples are delivered and/or processed	With monthly progress report

Task 3. Fish Tissue Analyses (Contract PWS B.3, C.4)

The contractor shall strictly follow ALL procedures for fish contaminant analysis in the QAPP and LOM. If any sample does not meet the requirements identified in the LOM, the contractor shall contact the EPA TOPO for technical direction before continuing to process the sample.

If the contractor identifies a situation requiring a change in the procedure, the EPA TOCOR must approve the deviation in written technical direction before the contractor can implement the change. Written approval by the CO is required for any change that potentially affect the costs (decrease or increase), scope and/or period of performance of this Task Order.

In addition to the delivery of data addressed in Task 1, the contractor shall provide the deliverables resulting from the following activities:

- a. Log each sample and record the condition of the sample into the NARS Information Management (IM) provided spreadsheet and email to NARS IM; contact information will provided by TOCOR before sampling begins) within 24 (clock) hours of the sample arriving at the laboratory. If the sample does not arrive when expected, the contractor shall immediately notify the EPA TOCOR or her designee.
- b. The laboratory shall retain:
  - The sample materials, including vials, until the date EPA publishes the NCCA 2020 data publicly or the contractor is notified to dispose of the materials in written technical direction from the TOCOR. During this time, the laboratory shall freeze the materials at the temperature specified in its laboratory method. The laboratory shall periodically check the sample materials for degradation.
  - o Original records, including laboratory notebooks and instrument logs, for a minimum of ten (10) years from date that EPA publishes the final data publicly.
- c. If EPA or the contractor determines that the transfer of samples or records to another location is necessary, EPA will make separate arrangements (e.g., task order

modification) with the contractor for any necessary photocopying, packaging, and shipping expenses. Otherwise, at the end of the retention period, the contractor shall follow its internal protocols for disposal.

d. Unless the TOCOR grants an exception, the contractor shall refrain from publishing findings based upon work conducted under this task order. This restriction shall remain in effect until EPA provides public access to the data.

### **Deliverables and Schedule under Task 3:**

Subtask	Deliverable	Due
a.	Sample logged into NARS IM system	Within 24 (clock) hours of
	997 - 594 - 594 - 704	sample receipt
a.	Email identifying missing sample	Immediately if sample does not
		arrive when expected
b.	Access to samples	Upon EPA TOCOR's written
		request.
c.	Access to laboratory notebooks	Upon EPA TOCOR's written
	,,	request.

# Task 4. Final Database (Contract PWS B.1, B.3, C.4)

- a. The contractor shall provide revised and final databases for the results of the toxicity testing from samples collected in 2020 as described in Task 1b. The contractor shall provide:
  - i. Responses to EPA's questions about the sample and QC data, as conveyed by the EPA TOCOR's technical direction.
  - ii. Revised databases that incorporate changes based upon EPA's review of the data and identified by the EPA TOCOR's technical direction.
  - iii. Final database that incorporates revisions identified by the EPA TOCOR's technical direction.
- b. For samples collected in 2021, the contractor shall provide a compiled, but separate, dataset and shall answer EPA questions during the last two months of the period of performance.

### **Deliverables and Schedule under Task 4:**

Subtask	Deliverable	Due
a.i	Email with responses to data questions	1-5 working days per technical
		direction
a.ii and	Revised databases	10 working days after receiving
b.		the EPA TOCOR's technical
		direction. The contractor shall
		assume that five revisions will be

Subtask	Deliverable	Due
		required as a result of EPA's
		review of the data during the
		periods identified in Task 1b.v.
a.111.	Final database	10 working days after receiving
		technical direction; but no later
		than 5 days prior to September
		30, 2021 for 2020 samples.
b	Compiled dataset	10 working days after receiving
		written technical direction; but
		no later than 5 working days
		prior to the end of the period of
		performance

# VI. TRAVEL

EPA does not anticipate that any travel will be necessary to perform the tasks in the Performance Work Statement.

# VII. QUALITY ASSURANCE SURVEILLANCE PLAN

EPA will judge performance using the following Quality Assurance Surveillance Plan (QASP).

Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA TOCOR throughout the performance of the task order and shall immediately bring potential problems to the attention of the EPA TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time or quality shall be brought to the attention of the EPA TOCOR within 3-working days of occurrence.	EPA TOCOR will identify unreported issues.	Two or more incidents where the contractor:  • Does not provide timely notification; or  • Created a severe adverse situation will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management. Fewer than two incidents where the contractor does not meet the measurable performance standard will be considered acceptable performance and will be reported as such in the

Performance Requirement	Measurable Performance Standards (working days do not include Saturday, Sunday, Federal Holidays, and EPA Furlough Days)	Surveillance Method	Incentives/Disincentives	
			CPARS Performance Evaluation System.	
Timeliness: Data (Task 1) and databases (Task 4) shall be delivered in accordance with the schedule developed in in the Contractor's proposal. After EPA accepts the final schedule in Task 1, it is unlikely that EPA will be willing to extend the schedule due to any factors under the contractor's control (e.g., to complete work under another contract).	<ul> <li>No more than 25% of the data for Task 1 shall be submitted more than 3 working days past the date in the accepted schedule.</li> <li>None of the data for Task 1 shall be submitted more than 40 working days past the date in the accepted schedule.</li> <li>No more than 15% of the revised databases (Task 4) shall be submitted more than 3 working days past the date in the accepted schedule.</li> <li>No delays in submitting the final database (Task 4) by the "no later than" date in the PWS.</li> </ul>	100% of the progress reports, data submissions, and databases will be reviewed by the EPA TOCOR monthly to compare actual delivery dates against those in the approved schedule from Task 1 and Task 4.	Unsatisfactory rating under the category of <b>Schedule</b> in CPARS when the contractor does not meet the measurable performance standards during the applicable period of performance.	
Technical Effort: The Contractor shall assign appropriately leveled and skilled personnel to all tasks; and abide by the contractor's QMP, the CCA QAPP, and the sediment chemistry method.	No more than 25% of reviewed deliverables and data shall require revisions to meet the requirements of the QMP, NCCA QAPP, data templates, and sediment chemistry method.	100% of the data will be reviewed by the EPA TOCOR to identify noncompliance issues with the QMP, NCCA QAPP, and sediment chemistry method.	Unsatisfactory rating under the category of <b>Quality</b> in CPARS when the contractor does not meet the measurable performance standards during an applicable period of performance.	

### POINTS OF CONTACT

National Coastal Condition Assessment 2020 Laboratory Analysis of Whole Fish Samples Contract #EP-C-16-008; Task Order Proposal Tracking Number: PR-OW-19-00061

**GLEC Team Contact Information** 

Person's role in the TO	Organization	Person's name	Phone	Email	Include person on emails (Y/N)
TO Leader	Great Lakes Environmental Center, Inc. (GLEC) 739 Hastings St. Traverse City, MI 49686	(b)(4)	(b)(4)	(b)(4)	Y
Program Manager	GLEC				Y
Lab contact (for shipping questions)  Backup lab contact	(b)(4)				(b)(4)

# Special Sample Handling Instructions/Suggestions

- 1. Samples should be frozen and shipped with dry ice in an insulated cooler.
- 2. Foam insulation is more protective than bubble wrap in coolers with dry ice. Use foam packing when possible.
- 3. Place the COCs for all samples contained in a cooler together in a ziplock bag. Place the ziplock bag containing the COCs inside the cooler for shipment.
- 4. Ship coolers containing samples via overnight courier for morning delivery.
- 5. Although Physis will be available to receive samples any day and any time, we recommend not shipping on Friday (even if Saturday delivery is specified), Saturday or Sunday. All couriers have sporadic problems accomplishing Saturday delivery of samples with 100% satisfaction, and do not provide routine service (for shipment or delivery) on Sunday.
- 6. Include a return shipping label in the ziplock bag with the COCs for shipment of the cooler back to the batch laboratory.

AMENDMENT OF SOLICITATION/MODIFIC	ONTRACT		CONTRACT ID CODE		PAGE OF		
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EP-C-16-008/68HERC19F0192/P00001

NAME OF OFFEROR OR CONTRACTOR

GREAT LAKES ENVIRONMENTAL CENTER, INC.

M NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(F)	(B)	(C)	(D)	(E)	(F)
	Reason for Modification: Exercise an Option				
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	Program (PRC) 000B67				
	Budget (BOC) 2505				
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	Program (PRC) 000B06XP1				
	Budget (BOC) 4183				
	Job # (Site/Project)				
	Cost Organization				
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			Sandra Stargardt-Licis			
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(Signature of person authorized to sign)			(Signature of Contracting Officer)			

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m no. A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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	Budget Organization 05HEL				
	Program (PRC) 000BJ7XF5				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2005HIX505-001				
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	Percent: (b)(4)				
	Subject To Funding: N				
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	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
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	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 02/01/2020 to 09/30/2022				
	All other terms and conditions remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFIC	ONTRACT		CONTRACT ID CODE	PAGE	OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)	
P00003	See Blo	ck 16C				, , , , , , , , , , , , , , , , , , , ,	
6. ISSUED BY CODE			7. ADN	INISTERED BY (If other than Item 6)	CODE		
CAD US Environmental Protection 26 West Martin Luther King Mail Code: W136 Cincinnati OH 45268-0001					_		
8 NAME AND ADDRESS OF CONTRACTOR (No. street	et county State and	1.7IP Code)	x) 9A.	AMENDMENT OF SOLICITATION NO.			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GREAT LAKES ENVIRONMENTAL CENTER, INC. Attn: William J Arnold 739 HASTINGS STREET FRAVERSE CITY MI 496863458				DATED (SEE ITEM 11)  . MODIFICATION OF CONTRACT/ORDER NOT CONTRACT/ORD	0.		
CODE 800884181	FACILITY COD	E	0	7/11/2019			
	11. THIS IT	 EM ONLY APPLIES TO AN	  ENDM	ENTS OF SOLICITATIONS			
separate letter or electronic communication which in RECEIVED AT THE PLACE DESIGNATED FOR TH OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refer 12. ACCOUNTING AND APPROPRIATION DATA (If resee Schedule	opies of the amer cludes a reference E RECEIPT OF C o change an offer ence to the solicits quired)	idment; (b) By acknowledge to the solicitation and am FFERS PRIOR TO THE Halready submitted, such clation and this amendment,	ging red endme IOUR A hange and is	eipt of this amendment on each copy of the off nt numbers. FAILURE OF YOUR ACKNOWL ND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communica	er submitted EDGEMENT ECTION OF Y ation, provide ecified.	; or (c) By TO BE OUR d	
13. THIS ITEM ONLY APPLIES TO	MODIFICATION O	F CONTRACTS/ORDERS	. IT МС	DIFIES THE CONTRACT/ORDER NO. AS DES	SCRIBED IN	ITEM 14.	
				ES SET FORTH IN ITEM 14 ARE MADE IN TH			
X  C. THIS SUPPLEMENTAL AGREEMENT  C. THIS SUPPLEMENTAL AGREEMENTAL AGREEMENTA				MNISTRATIVE CHANGES (such as changes in OF FAR 43.103(b).  Y OF:	п раушу ошс	е,	
D. OTHER (Specify type of modification	n and authority)						
E. IMPORTANT: Contractor	is required	to sign this document and	return	copies to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  DUNS Number: 800884181  DOCOR: Danielle Grunzke Max Expire Date: 09/30/2022 InvoiceApprover: Danielle Grunzke Alt  Invoice App: Hugh Sullivan  LIST OF CHANGES:  Reason for Modification: Other Administrative Action  Section I: Clause titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)" is incorporated by reference.  Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)  Continued  Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. I	NAME AND TITLE OF CONTRACTING OFFIC	ER (Type or	print)	
			San	dra Stargardt-Licis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. I		ECTAONIC IGNATURE	16C. DATE SIGNED	
(Signature of person authorized to sign)	*		-	(Signature of Contracting Officer)		0 0 7 0 0 7 2 0 2 0	

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 OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
, -,	The purpose of this modification is to incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020. All other terms and conditions remain unchanged.  Payment:  RTP Finance Center  US Environmental Protection Agency  RTP-Finance Center (AA216-01)  109 TW Alexander Drive  www2.epa.gov/financial/contracts  Durham NC 27711  Period of Performance: 02/01/2020 to 09/30/2022			,-,	,- <i>,</i> -

AMEN	IDMENT OF SOLICITATION	MODIFICATION (	OF CONTRACT	1. CONTRACT ID CO	DDE F	PAGE C	F PAGES
2. AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASE	 E REQUISITION NUMBER	5. PROJECT I	NUMBER (	(If applicable)
6. ISSUED BY	CODE		7. ADMINISTERED BY (I	f other than Item 6)	CODE		
OMS/ARM US Enviror 1200 Penr	Scott, Director I/OAS/Policy, Training and Over nmental Protection Agency, Mai nsylvania Avenue, NW n, DC 20004	sight Division I Code 3802R			_		
	ADDRESS OF CONTRACTOR (Number, str	eet, county, State and ZIP Co	ode)	(X) 9A. AMENDME	NT OF SOLICITA	ATION NUL	MRER
	Contractors			9B. DATED (SEI  10A. MODIFICA  To all EPA ( 10B. DATED (SE	EITEM 11) TION OF CONTI	RACT/ORI	DER NUMBER
CODE		CILITY CODE					
	11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
(a) By completi or (c) By separa RECEIVED AT by virtue of this communication	knowledge receipt of this amendment prior to ng items 8 and 15, and returning	copies of the amendment acludes a reference to the sol EIPT OF OFFERS PRIOR TO ready submitted, such change mendment, and is received p	nt; (b) By acknowledging recei icitation and amendment num THE HOUR AND DATE SPE e may be made by letter or ele	ipt of this amendment or abers. FAILURE OF YO CIFIED MAY RESULT I ectronic communication,	n each copy of the UR ACKNOWLE IN REJECTION	DGMENT	TO BE OFFER. If
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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.		1.00			NTRACT	ORDER
X	B. THE ABOVE NUMBERED CONTRACT/( appropriation data, etc.) SET FORTH IN	ORDER IS MODIFIED TO RE ITEM 14, PURSUANT TO TH	FLECT THE ADMINISTRATI HE AUTHORITY OF FAR 43.1	VE CHANGES (such as	changes in payi	ng office,	-
	C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURSUAN	NT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and	l authority)					
		s required to sign this			s to the issuir	ng office	
This contra 4.2105, red Telecomm	act/order is being modified in acc quiring contracting officers to inc unications and Video Surveilland ed for the full text version of FAI	cordance with the ap lude FAR clause 52. ce Services or Equip	plicability instructions 204-25, Prohibition o ment.	s in interim FAR ( on Contracting fo	Case 2019-0 r Certain	009, an	d FAR
Except as provi	ded herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore change	ed, remains unchanged	and in full force	and effect.	
<del></del>	ND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF				
			Raoul D. Scott, Dire	ctor Policy, Train	ing and Ove	ersight	Division
15B. CONTRA	CTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A		RAOUL SCOTT 1:40:17 -04'00'	16C. DA	TE SIGNED
(S	ignature of person authorized to sign)		(Signature	of Contracting Officer)			

# 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

# Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

# (a) <u>Definitions</u>. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

# Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	F	PAGE OF	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	JISITION/PURCHASE REQ. NO.	5. PRO	JECT NO	3 . (If applicable)
P00004	See Blo	ck 16C	PR-O	W-21-00213			
6. ISSUED BY CODE	CAD		7. ADN	IINISTERED BY (If other than Item 6)	CODE		
CAD US Environmental Protection 26 West Martin Luther King D Mail Code: W136 Cincinnati OH 45268-0001	_						
8. NAME AND ADDRESS OF CONTRACTOR (No., street	county State and	TIP Code)	ΙοΔ	AMENDMENT OF SOLICITATION NO.			
GREAT LAKES ENVIRONMENTAL CE Attn: William J Arnold 739 HASTINGS STREET TRAVERSE CITY MI 496863458		c. [	9B. × 10A EF	DATED (SEE ITEM 11)  . MODIFICATION OF CONTRACT/ORDER NO -C-16-008 HERC19F0192 . DATED (SEE ITEM 13)	D.		
CODE 800884181	FACILITY COD	E	0.	7/11/2019			
	11. THIS IT	EM ONLY APPLIES TO AM	MENDM	ENTS OF SOLICITATIONS			
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED I ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT Appropriation data, etc.) SET FORTH	ODIFICATION O PURSUANT TO: ET/ORDER IS M 1 IN ITEM 14, PU	(Specify authority) THE ( ODIFIED TO REFLECT TI JRSUANT TO THE AUTH	CHANG	DIFIES THE CONTRACT/ORDER NO. AS DESEMBLES SET FORTH IN ITEM 14 ARE MADE IN THE SECOND	HE CON	TRACT	14.
C. THIS SUPPLEMENTAL AGREEMEN  D. OTHER (Specify type of modification		INTO PURSUANT TO AU	THORIT	Y OF:			
X Unilateral - FAR 52.	• •						
E. IMPORTANT: Contractor  is not	<u> </u>	to sign this document and	return	copies to the issuing	office.		
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15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. U		ECTAO IGNATU	SIC	2/22/2021

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 OF

 EP-C-16-008/68HERC19F0192/P00004
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NAME OF OFFEROR OR CONTRACTOR

I NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
7)	(B)	(C)	(D)	(E)	(F)
	Total Amount for this Modification: (b)(4)	<b>_</b>			
	New Total Amount for this Version: (b)(4)				
	New Total Amount for this Award: (b)(4)				
	Obligated Amount for this Modification: (b)(4)				
	New Total Obligated Amount for this Award:				
	(b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 1				
	Obligated Amount for this Modification: (b)(4)				
	CHANGES FOR ACCOUNTING CODE:				
	20-21-B-05HEL-000BJ7XF5-2505-2005HIX505-001				
	Amount changed (b)(4)	<del></del>			
	Infourte changed (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	21-22-B-87FM-000B67-2505-2187ME4011-001				
	Beginning FiscalYear 21				
	Ending Fiscal Year 22				
	Fund (Appropriation) B				
	Budget Organization 87FM				
	Program (PRC) 000B67				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2187ME4011-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: (b)(4)				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Durnam NC 27/11				
	CHANGES FOR LINE ITEM NUMBER: 6				
	Quantity changed from (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 2				
	Quantity changed from (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 5				
	Total Amount changed from (b)(4) Continued				

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NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 02/01/2020 to 09/30/2022				
	All other terms and conditions remain unchanged.				
			1		